

Lacoste, David

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From: Mattison, Jeanette [Jeanette.Mattison@BellSouth.com]
Sent: Wednesday, September 08, 2004 1:09 PM
To: Lacoste, David
Subject: 2000-475-C - 9th Amendment to Interconnection Agreement with DIECA Communications, Inc., d/b/a Covad Communications Company



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BELLSOUTH

1600 Williams Street, Suite 5200

Columbia, South Carolina 29201

September 8, 2004

Mr. David Lacoste
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

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2004 SEP -9 AM 11:36
SC PUBLIC SERVICE
COMMISSION

Re: Ninth Amendment to Interconnection Agreement Negotiated by
BellSouth Telecommunications, Inc. and DIECA Communications,
Inc., d/b/a Covad Communications Company pursuant to Sections
251 and 252 of the Telecommunications Act of 1996
Docket No. 2000-475-C

Dear Mr. Lacoste:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, BellSouth Telecommunications, Inc. ("BellSouth") and DIECA Communications, Inc., d/b/a Covad Communications Company ("Covad") submit to the South Carolina Public Service Commission their ninth amendment to the interconnection agreement by and between BellSouth and Covad.

The effective date of this amendment is August 11, 2004 and it expires on December 18, 2004.

Very truly yours,

s/C. Lesley Addis

CLA/jbm
Enclosure

\\PSC-FP-01\Common\Public\Utilities\Interconnection Agreements\BellSouth\DIECA 2000-475-C

**Amendment
To the
Interconnection Agreement
Between
DIECA Communications, Inc. d/b/a Covad Communications Company
and
BellSouth Telecommunications, Inc.
Dated December 19, 2001**

Pursuant to this Amendment, (the "Amendment"), DIECA Communications, Inc. d/b/a Covad Communications Company (Covad), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 19, 2001 ("Agreement") to be effective the date of the last signature executing this Amendment.

WHEREAS, BellSouth and Covad entered into the Agreement on December 19, 2001, and;

WHEREAS, BellSouth and Covad are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit B of Attachment 2, as specified by the following USOCs: LNPCX, LNPPC, LNPN, and LNPPC.
2. The Parties agree to add the following language to Section 3 as Section 3.1.1.1 of Attachment 2 and Section 5 as Section 5.6.3.9 of Attachment 2:
 - In addition to other charges specified in this Agreement for Local Number Portability Covad shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. All of the other provisions of the Agreement dated December 19, 2001 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

LNP Recovery Amendment
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Rowe

Title: Director

Date: 08/11/04

**DIECA Communications, Inc. d/b/a
Covad Communications Company**

By: 

Name: JAMES KIRKLAND

Title: GENERAL COUNSEL

Date: August 10, 2004